Sectt. II-27—30,000—30-10-37.

Revenue (1938) Department.

103 SERIES.

G.O. No 1599
Letter No. 1600

DATED 23-6-38

[Despatch Abstract.]

Buildings (Sanctuary) Sandur State—Payment towards building
Foundation Stone Ceremony—Grant sanctioned—Order issued
Acceptance conveyed to Government Order dated 23rd June 1938.

G.O.	No.	Department.	ate.
Go	3055-	Rev.	30/12/31
Mm	1261	Rev	16.3.32
BF	35-28	Jl 11	2883
Go	349	Rev Jl 484	1806

Ex
15/6/36 Rv 2528E
19.6.36

No.P.3317/31. Madras States Agency,
Trivandrum, 16th June 1936.

2a

From

The Agent to the Governor General,
Madras States.

The Secretary to the Government of Madras,
Revenue Department, Fort St. George, Madras

Sale of Travellers' bungalow at Ramandrug
to the Sandur Darbar.
Ref:- Government of Madras Order No.3005 M.S.
dated 30th December 1935.

Sir,

I have the honour to inform you that the Sandur Darbar have remitted into the Sub Treasury, Hospet on the 25th April 1936 the sum of Rs.2,500/- Two thousand five hundred only being the cost of the Travellers' bungalow. The building was handed over to the Darbar on the 27th April 1936 by the Tahsildar, Hospet. The Darbar now require a sale deed to be executed in their favour in respect of this bungalow. I request that early arrangements may be made for the same.

I have the honour to be,
Sir,
Your most obedient servant,

For Agent to the Governor General.

RS.

15T6686

Revenue Deptt.

Memo no 2528 C/36-2 dt 1/8/36

Buildings - Bellary - Sandur State - Ramandrug - Travellers bungalow - Sale to Sandur State Execution of Sale deed.

Letter from the A.G.G, Madras States No. P. 3317/31 dt 16.6.36.

read above

A Copy of the letter from the A.G.G, Madras States ~~read~~ above is forwarded to the Board of Rev. The Board is requested to arrange for the preparation of a draft sale deed in respect of the bungalow and to submit the same to Govt at an early date for execution and transmission to the Sandur Darbar through the A.G.S.

30.7.36

31.7.36.

To The Board of Rev with Copy of letter (cf)

Dpd. by Vakil / Peon / Messenger

Dpr.'s initials.

Date 3-8-1936

Dated 1.8.36

I Rev. 1-10-36 (Non Receipt)

II Rev. 2-11-36 Received 15-11-36 & 9-11-36.

III Rev. 1-12-36 Received on 15-12-36

IV Rev. 5-1-37 Received on 15-1-37

cf

cf.

C.F. 31—13,206—14-12-35

REVENUE **DEPARTMENT.**

CURRENT No. 129E

Received _____ 19 . *Registered* 2.1.37. 19

Subject.

Buildings - (Bellary) - Ramandrug Travellers' bungalow - Sale to the Sandur Durbar - Draft sale deed - Submitted.

Endorsement No. E.4661-36

Station MADRAS, *Dated the* 22nd December 19 36

From

F.R. Erislee, Esq., I.C.S.,

Secretary,

Board of Revenue.

F. Hall, Esq., C.I.E., O.B.E., I.C.S.,
Commissioner of Land Revenue.

Read:- (1) Memorandum No.2528-E/36-2, Revenue, dated 1st August, 1936.

(2) Letter from A.G. Blake, Esq., I.C.S., Collector of Bellary, Ref.C.No.353/36A-7 dated 8-10-1936.

Sub:- Buildings - Government - Ramandrug Traveller's Bungalow - Sale to Sandur Darbar - sketches in duplicate - submitted.

Ref:- Board's Ref.E.4661/36-E-1, dated 29-10-1936.

I submit herewith the conveyance deed in duplicate together with the sketch of the site in triplicate. as directed

Endorsement:-

Submitted to Government with reference to their Memorandum read above.

To

for Secretary. 5.1.37

The Secretary to Government,

CONVEYANCE.

This indenture made this day of between the Secretary of State for India in Council as represented by the Government of Madras herein after called the vendor on the one part and the Sandur Darbar herein after called the ~~purx~~ purchaser on the other part;

Whereas the said vendor hath agreed with the said purchaser for the absolute sale to him of the premises (Travellers' Bungalow) described in the schedule hereto for the price of Rs.2500/- Rupees Two thousand five hundred only:

Now this indenture witnesseth that, in pursuance of the said agreement and in consideration of the sum of Rs.2500/- paid by the said purchaser to the said vendor on 25-4-1936, the said vendor doth hereby convey, transfer and assign unto the purchaser the premises described herein, situate at Ramandrug, Sandur State and all the right title interest property, claim and demand whatsoever, of the vendor into or upon the said premises and every part thereof; to have and to hold the premises hereby conveyed unto the purchaser and his assigns absolutely;

And the vendor doth hereby covenant with the purchaser that he, the vendor, now hath good right to convey the said premises hereby conveyed unto the purchaser in manner aforesaid; and the vendor doth hereby deliver possession of the said premises to the purchaser.

And that the purchaser shall hereafter peaceably hold, use and enjoy the same as his own chattels and property without any hindrance, interruption, claim, or demand by or from him the vendor or any other person claiming under him; And that the vendor and all the persons claiming under him shall and will, from time to time, upon the request and at the cost of the purchaser, and his ~~assigns~~ assigns, do and execute or cause to be done

done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser and his assigns and placing him and them in possession of the same according to the true intent and meaning of these presents, as shall or may be reasonably required.

In witness whereof the vendor above named doth set and subscribe his hand and seal this day of

Witness:-

1.

SCHEDULE.

Government P.W.D. Inspection Traveller's Bungalow at Ramandrug, Sandur State:-

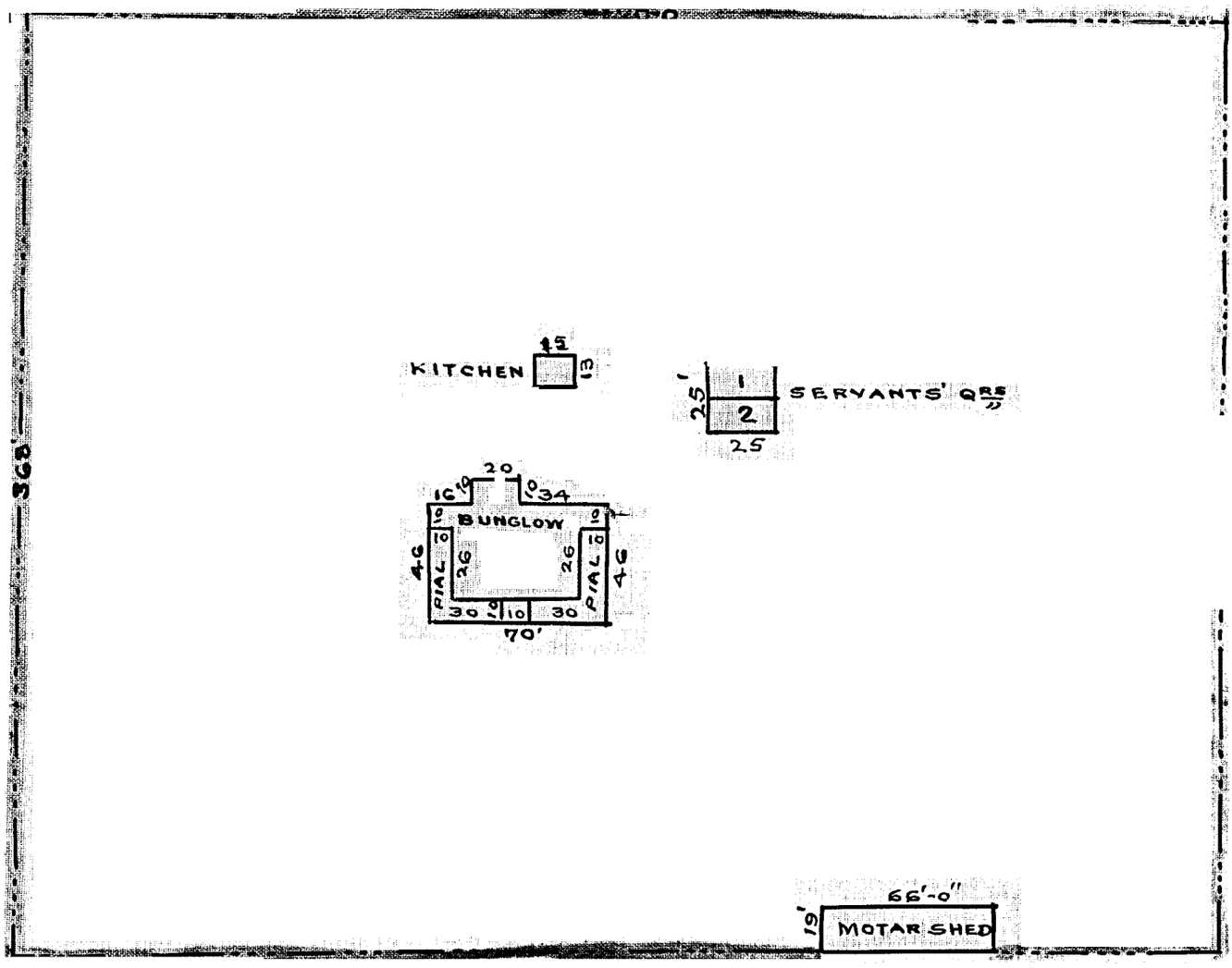
Measuring Three acres and eighty nine cents and having the following boundaries:-

North:- Waste Bulvert Bungalow.
South:- Silver Rock Ibrahim Sait's Bungalow.
East:- Open site.
West:- Road.

PGR-2-1-1937.

SITE PLAN
— OF —
P.W.D. BUNGLOW AT RAMANDURG
SCALE 1" = 66'-0"

BULVERT BUNGALOW



SILVER ROCK IBRAHIM SAIT'S BUNGALOW

EXTENT OF THE SITE = 3.8 acres.

30 - BUNGLOW = 3440 Sq. F.

" - KITCHEN = 195.

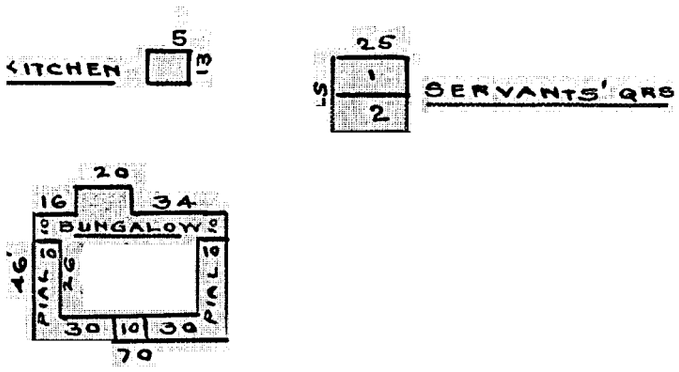
" - SERVENTS' QRS. 625

" - MOTAR SHED = 1254'-0

26.11.36

SITE PLAN
— OF —
P.W.D. BUNGLOW AT RAMANDURG.
SCALE 1" = 66-0"

BULVERT BUNGLOW



SILVER ROCK BRAHIM SAITS BUNGALOW

EXTENT OF THE SITE = 3.89 acres.

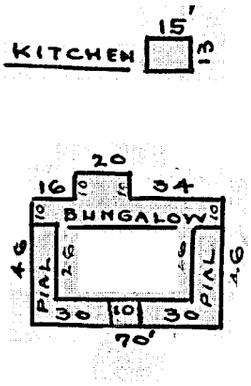
Do - BUNGLOW = 3440' Sq FT
Do KITCHEN = 195 - -DO
-DO SERVANTS' QRS = 625 - -
-DO MOTAR SHED - 1254 -

26.11.36 Do. Do

12/12/36

SITE PLAN
— OF —
P.W.D. BUNGLOW AT RAMANDURG.
SCALE 1" = 66'-0"

BULVERT BUNGALOW



OPEN SITE

66'-0"
MOTAR SHED

SILVER ROCK IBRAHIM SAITS BUNGALOW

EXTENT OF THE SITE = 3.8 acres

DO: BUNGLOW = 3440 Sq. FT
" - KITCHEN = 195. " "
" - SERVENTS 985.625 " "
" - MOTAR SHED = 1254-1-0" "

D. Krishnaswamy 26-11-36

Collector

4/12/36

29/1/4

Letter No. 2.5-2-B E/37-6-2 dt 15/4/37

To

The Resident

The M.B.C., Madras States

Sir,

Building Rallary - Saundur State - Ramandrug Travellers' bungalow - Sale to Saundur Darbar - Execution of sale deed.

Your letter No P-3317/31 dt 16-6-36

I am directed to forward herewith a copy of the draft sale deed for the approval of the Saundur Darbar.

2 The Sale-deed is chargeable with a stamp duty of Rs 37-8-0 (Rs Thirtyseven and annas eight only) and I am to request that the Saundur Darbar may be asked to be good enough to remit this amount ~~to the Collector~~ of the Head of Dept by T.O. to the Secretary to Govt, Revenue Dept

I have etc

19-2-37

25-2-37

CONVEYANCE.

THIS INDENTURE made this

day of

between His Excellency the Governor of Madras hereinafter called the vendor of the one part and the President, State Executive Council Sandur ~~Darbar~~ hereinafter called the purchaser of the other part:

Whereas the vendor hath agreed with the purchaser for the absolute sale to him of the Travellers' Bungalow with its Compound described in the Schedule hereto for the price of Rs.2500/- Rupees Two thousand five hundred-only;

And whereas the purchaser was put in possession of the Bungalow aforesaid on the 27th day of April 1936.

NOW THIS INDENTURE witnesseth that, in pursuance of the said agreement and in consideration of the sum of Rs.2500/- paid by the purchaser on the 25th day of April 1936, the vendor doth hereby convey, transfer and assign unto the purchaser the premises described herein, situate at Ramandrug, Sandur State, and all the right, title, interest, property, claim and demand whatsoever of the vendor into or upon the said premise and every part thereof; to have and to hold the premises hereby conveyed unto and to the use of the purchaser and his assigns absolutely;

And the vendor doth hereby covenant with the purchaser that he, the vendor now hath good right to convey the

premises hereby conveyed unto the purchaser in manner aforesaid;

And further that the purchaser shall hereafter peaceably hold, use and enjoy the same as his own property without any hindrance, interruption, claim, or demand by or from him the vendor or any other person claiming under him; And that the vendor and all persons claiming under him shall and will, from time to time, upon the request and at the cost of the purchaser, and his assigns, do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser and his assigns and placing him and them in possession of the same according to the true intent and meaning of these presents, as shall or may be reasonably required.

In witness whereof Secretary to the Government of Madras in the Department, by order and direction of the Governor, hath hereunto subscribed his signature the day and year first above written.

witness.

SCHEDULE.

Government P.W.D. Inspection Travellers Bungalow at Ramandrug, Sandur State:- with its compound bearing Patta No 5 and measuring ~~three~~ eight acres and eighty ~~nine~~ four cents and having the following

bounded

boundaries:--

North:- Waste Bulvert Bungalow.

South:- Silver Rock Ibrahim Sait's Bungalow.

East:- Open site.

West:- Road.

No.P.3317/31. Resident's Office.

Trivandrum, 9th October 1937.

From

C.P.Skrine Esq., O.B.E., I.C.S.,

Resident for the Madras States.

To

The Secretary to the Government of Madras,
Revenue Department,
Fort St. George.

Ramandrug Travellers' Bungalow- sale to the Sandur Darbar - execution of sale deed.

Ref:- Your letter No.2528-E/36-6 dated 10th April 1937.

Sir,

I have the honour to enclose a copy of the draft sale deed as approved by the Sandur Darbar. The Darbar state that the number and extent of the site occupied by the bungalow with the compound has been entered as per State Revenue accounts.

2. The document has to be registered in the office of the Registrar of Assurances, Sandur, on stamp paper of the value of Rs.37-8-0. The stamp paper is enclosed for necessary action.

I have the honour to be,

Sir,

Your most obedient servant,

Resident.

PN

C O N V E Y A N C E

THIS INDENTURE made this day of between His Excellency the Governor of Madras hereinafter called the vendor of the one part and the President, State Executive Council, Sandur hereinafter called the purchaser of the other part:

Whereas the vendor hath agreed with the purchaser for the absolute sale to him of the Travellers' Bungalow with the compound described in the Schedule hereto for the price of Rs. 2,500/-, Rupees two thousand five hundred only;

And whereas the purchaser was put in possession of the Bungalow aforesaid on the 27th day of April 1936.

NOW THIS INDENTURE witnesseth that, in pursuance of th said agreement and in consideration of the sum of Rs.2,500/- paid by the purchaser on the 25th day of April 1936, the vendor doth hereby convey, transfer and assign unto the purchaser the premises described herein, situate at Ramandrug Sandur State, and all the right, title, interest, property, claim and demand whatsoever of the vendor into or upon the said premises and every part thereof; to have and to hold the premises hereby conveyed unto and to the use of the purchase and his assigns absolutely;

And the vendor doth hereby covenant with the purchaser that he, the vendor now hath good right to convey the premises hereby conveyed unto the purchaser in manner aforesaid;

And further that the purchaser shall hereafter peaceably hold, use and enjoy the same as his own property without any hindrance, interruption, claim, or demand by or from him the vendor or any other person claiming under him;
And that the vendor and all persons claiming under him shall and will, from time to time, upon the request and at the cost of the purchaser, and his assigns, do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring

the said premises and every part thereof unto the purchaser and his assigns and placing him and them in possession of the same according to the true intent and meaning of these presents, as shall or may be reasonably required.

In witness whereof
Secretary to the Government of Madras in the Department, by order and direction of the Governor, hath hereunto subscribed his signature the day and year first above written.

SCHEDULE.

Government, Public Works Department, Inspection Travellers' Bungalow at Ramandrug, Sandur State with the compound bearing Paimash No. 5 and measuring eight acres and eighty one cents and having the following boundaries:-

North: Waste Bulvert Bungalow.
South: Silver Rock Ibrahim Sait's Bungalow.
East: Open site.
West: Road.

23-24

Sandur Stamp paper
154

Rev. Dept.

Memo No. 2528 E/36-9 dt. 29.10.37.

Buildings - Bellary - Sandur State - Ramandrug Travellers' bungalow - Sale to Sandur Durbar - Execution of sale deed.

Board's Proc. No. E. 4661-36 dt. 22.12.36

Letter to the Resident for the Madras States as 2528 E/36-6 dt. 10.4.37

Letter from the Resident for the Madras States No. R. 3317/37 dt. 9.10.37.

In the copy of the draft sale deed submitted by the Board with its Proc. dt. 22.12.36, quoted above, the area of the site of the Ramandrug Travellers' bungalow was shown as three acres and eighty-nine cents. The Sandur Durbar state that the extent is 8 acres and 81 cents. The Board is requested to report the correct extent.

Dy. Secy. 30.10.

The Secretary to Government

28/10.

2/11/37

Rec'd 18/11

Letter No. 2528 E/36-11 dt 16.11.37

To

The Resident for the Madras States,
Trivandrum

Sir,

Bowlings. Bellary- Sandur State- Ramandrug travellers' bungalow- Sale to Sandur Darbar. Execution of sale deed.

Your letter no P. 3317/37 dt 9.10.37

I am directed to state that the sale deed in question is liable to stamp duty under Section 3(a) of the Indian Stamp Act, as it has to be executed in British India, although the property is situated in the Sandur State. Under Section 10 of the Indian Stamp Act read with rule 3 of the Indian Stamp Rules issued under that section, the payment of duty has to be indicated by means of stamps issued by the Central Govt for the purposes of the Stamp Act. As the stamp paper forwarded by the Sandur Darbar (which

is returned herewith) is not such a stamp and as the execution of the instrument as it is not permissible, I am to request that the Sanders Durbar may be asked to send a sum of Rs 37-8-0 (Rs thirty seven and annas eight only) by M.O to the Secretary to the Govt, Rev Deptt for purchasing the necessary ~~the~~ British Indian Stamp paper.

Ff 5 and 16 W/f

Pllef.

Dpd. by V.n

Dpr.'s initials. 15/4

Date 1937

13.11.37

15/11

Copy to Asst Bd of Rev

New Delhi

Letter No. 25-28E/38-13 dt 30.11.37

To

The Resident for the Madras States
Trivandrum

Sir,

Boundary Bellary-Sandur State-Ramandrug Travellers' bungalow-Sale to Sandur Darbar-Execution of sale deed.

Your letter no P. 3317/37 dt 8.10.37

I am directed to invite attention to the sale deed (as approved by the Sandur Darbar), which was forwarded with your letter read above, and to ~~beg~~ enquire ~~you to take~~ whether the President State Executive Council, Sandur is the authority who has been empowered by the Sandur Darbar to execute agreements etc on its behalf. A copy of the sale deed is forwarded for reference.

I have etc.

29.11.37

30/11

Encl.
Copy of Sale deed
(Pp 19-21 cf)

Revenue DEPARTMENT.

CURRENT No. 5544E

Received 19 — Registered 13.12.37 19

ASSISTANT SECRETARY TO GOVERNMENT 12 DEC 1937 REVENUE DEPARTMENT

Subject.

Buildings - (Bellary) - Ramandrug Travellers' bungalow - Sale to Sandur Darbar - Execution of sale deed - correct extent of sites.

Reference No. E. 5285/37-2

Station Madras, Dated the 9th December 1937.

From

F.R.Brislee Esq., I.C.S.,

Secretary,

Board of Revenue (Land Revenue and Settlement)

J.F.Hall Esq., C.S.I., C.I.E., O.B.E., I.C.S.,
Commissioner of Land Revenue.

Read the following:-

Letter from E.C.Wood Esq., I.C.S., Collector of Bellary No. Ref. 5623/37 dated 7th December 1937.-

Buildings - (Bellary) - Ramandrug Travellers' bungalow sale to Sandur Durbar - Execution of sale deed - correct extent of the site- report -submitted.

Ref:- Board's Ref. No. E.5285/37-1, dated 6-11-1937.

The Tahsildar of Hospet reports that the correct area of the site of Ramandrug Travellers' bungalow is Ac.8-84 as remeasured. This extent tallies approximately with th extent reported by the Sandur Durbar. Hence the extent reported by the Tahsildar, Hospet (Ac.8.84) may be adopte

A copy of the sketch of the site is enclosed.

Reference

Submitted to Government with reference to thei memorandum

Memorandum No. 2528 E/36-9 Revenue dated 29-10-37.

for Secretary.

To the Secretary to Government, Revenue department
with a sketch.

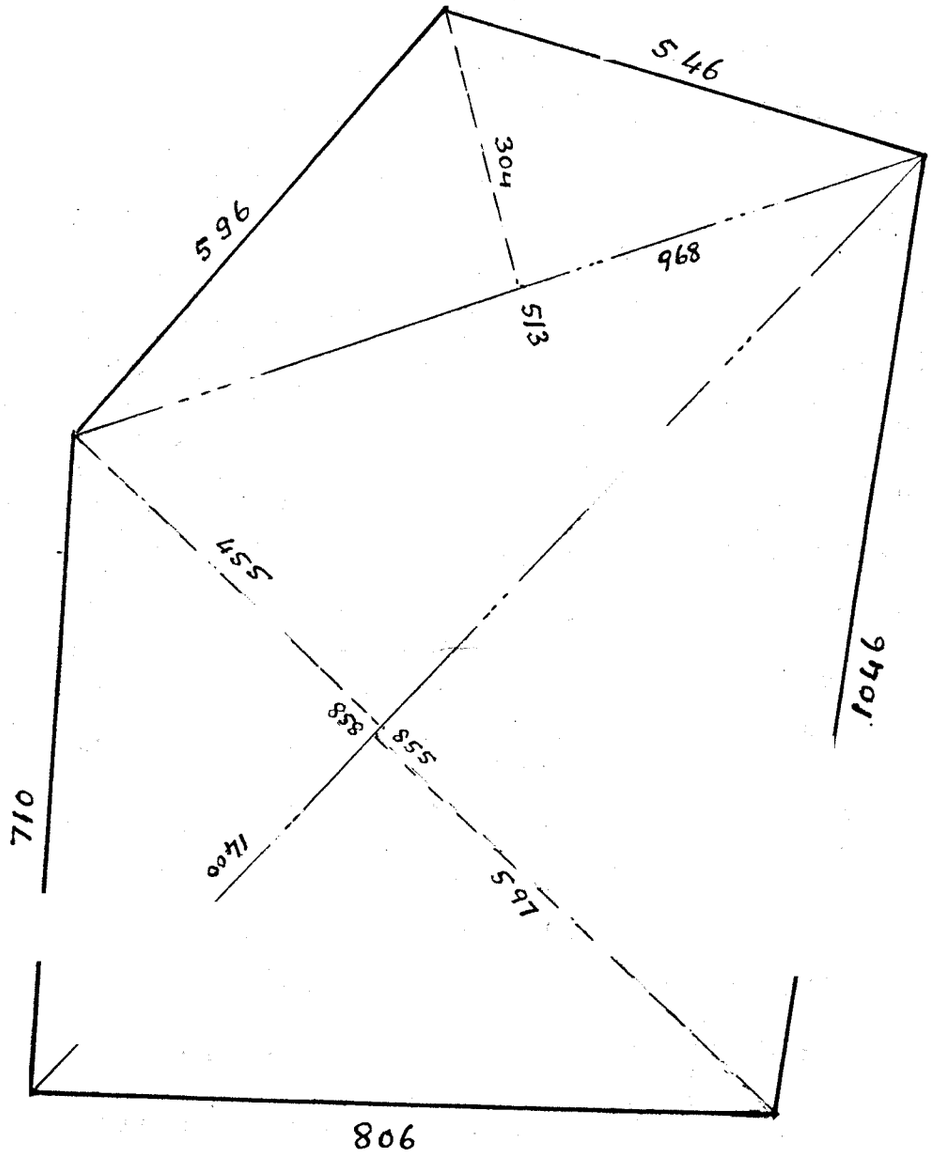
M.R.V./9-12-37.

Ramanding Travellers Bungalow

Bellary District

A c
area. 8·84 Cents.

209



Scale 1/2 inch : one chain

for Lawrence.

R 563/E
16-12-37 ER/Tdr

No.P. 3317/31.

Resident's Office,
Trivandrum, 14th December 1937.

From

C.P.Skrine Esq., O.B.E., I.C.S.,
Resident for the Madras States.

To

The Secretary to the Government of Madras,
Revenue Department, Fort St. George.

Buildings - Bellary - Sandur State - Ramandrug Travellers' Bungalow - sale to Sandur Darbar - execution of sale deed -

....

Sir,

With reference to your letter No.2528-E/36-11 dated 16th November 1937 I would point out that the Sandur Darbar will almost certainly object on principle to paying British Indian stamp duty on a sale deed executed in respect of property situated in Sandur State.

2. In this connexion I may mention that in the case of the sale of the High Range Residency in Travancore in 1927, the sale deed was executed by the Political Secretary to the Government of India on Travancore stamp paper of the required value and registered in the Sub Registrar's Office, Trivandrum. As the Political Secretary could not actually present the document in Trivandrum for registration, he gave a power of attorney to my Indian Assistant for presenting the document in the Sub Registrar's Office. I would therefore suggest that some such procedure may be followed in the present case.

3. The stamp paper received with your letter is returned.

I have the honour to be,
Sir,
Your most obedient servant.

Rec Dpt

Letter No 2528 E/88-14 dt 17.12.37

To

The Resident for the Madras States

Trivandrum

Sir,

Bowdleys - Bellary - Sandur State - Ramandrug Travellers bungalow - Sale to Sandur Shikar - Execution of sale deed - Correspondence ending with your letter no P. 3317/31 dt 14.12.37

I am directed to state that in the sale deed (as approved by the Sandur Durbar) the area of the site of the Ramandrug Travellers bungalow has been noted as 8.81 acres The Tahsildar of Bellary reports that the correct area of the site as now re-measured is 8.84 acres. I am to enquire whether the Sandur Durbar has any objection to adopting 8.84 acres as the area of the site.

2. The point raised in your letter dt 14.12.37 is being examined.

I have etc

17/12/37

17/12

Rec'd 4/2

Letter No. 2528 E/36-15 dt. 7.1.38

To

The Resident for the Madras States, Trivandrum.

Sir,

Bowldwin - Bellary - Sandur State - Ramandrug - Travellers' bungalow - Sale to Sandur Durbar - Execution of sale deed -

~~Cite your letter no P. 3317/31 dt. 14.12.37~~

- My letter No. 2528 E/36-14, dt. 17.12.37

~~In continuation of paragraph~~ ~~of this Govt's letter No. 2528 E/36-14 dt.~~ ~~17.12.37~~. I am directed to request that, if there is no objection, ~~you to kindly forward for~~ reference and return, the original of the sale deed executed in 1927 on Travancore Stamp paper by the Political Secretary to the Govt of India in respect of the High Range Residency in Travancore mentioned in paragraph 2 of your letter No. P. 3317/31, dt. 14.12.37, ~~quoted above~~ may be sent for the reference by this Govt.

2. I am also ~~to~~ to request that ~~you to inform~~ may be informed this Govt of the grounds on which the statutory provisions of Section 3(a) of the Indian ~~Govt~~

Stamp Act, as set out in forth
in this Govt's letter no 2528 F/26-11, 37 dt 27-28 of
16.11.37, were waived by the Govt
of India on that occasion in connection
with the execution of Govt sale deeds in 1927.

I have etc

6.1.38.

7.1.38

No.P.3317/31. Resident's Office,

Trivandrum, 23rd January 1938.

From

C.P.Skrine Esq., O.B.E., I.C.S.,

Resident for the Madras States.

To

The Secretary to the Government of Madras,

Revenue Department,

Fort St. George.

BUILDINGS - Bellary - Sandur State - Ramandrug Travellers' Bungalow - sale to Sandur Darbar- execution of sale deed.

Ref:- Your letter No.2528-E/36-15 dated 7th January 1938.

.....

Sir,

I have the honour to inform you that the original of the sale deed executed in 1927 in respect of the High Range Residency in Travancore is not available in my office as it was handed over to the purchaser of the property. An authenticated copy of the sale deed kept in my office is however forwarded herewith for perusal and favour of return. A copy of the power of attorney held by the then Indian Assistant Rao Sahib E.K.Govindan for presenting the document in the Registry Office, Trivandrum, is also enclosed, for reference and return.

2. With regard to the point raised in paragraph 2 of your letter under reference, the Government of India expressed the view that since the property covered by the sale deed of 1927 was situate in Travancore the transaction should be governed by the laws in force in the Travancore State and not by those in force in British India. It was in these circumstances that the deed of assignment was drawn up on Travancore stamp paper and sent to the Political Secretary for execution. The document was duly executed by the Political Secretary and returned for registration in Travancore. It is not known whether the question of the stamp duty, if any, payable in

in British India was considered by the Government of India or not. It is possible that the document was exempted from British Indian stamp duty under the proviso to section 3 of the Stamp Act.

I have the honour to be,

Sir,

Your most obedient servant,

Resident.

PN

REVENUE DEPARTMENT.

Letter No.2528-E/36-17 dated 22-2-38

To

The Resident for the Madras States,
Trivandrum.

Sir,

Buildings - Bellary - Sandur State - Ramandrug ~~Travellers'~~ bungalow - Sale to Sandur Darbar - Execution of sale deed.
Your letter No.P.3317/37 dated 23-1-1938.

I am directed to state that the Government propose to remit in full the stamp duty of Rs.37-8-0 payable in respect of the sale-deed. The copy of the sale-deed and the power of attorney received with your letter read above are returned herewith.

2. I am to invite attention to this Government's letters Nos.2528-E/36-13, dated 30-11-1937 and No.2528-E/36-14, dated 17-12-1937 regarding the ~~authority~~ who should execute the agreements on behalf of the Sandur Darbar and the correct area of the site respectively and to request that a reply to these may be expedited.

I have etc.

47 Rev (G) S C
16.5.38

No.P.3317/31.

Madras States Agency,
Camp Ootacamund, 10th May 1938.

2.74

From

C.P. Skrine Esq., O.B.E., I.C.S.,
Resident for the Madras States.

To

The Secretary to the Government of Madras,
Revenue Department,
Fort St. George.

Buildings - Bellary - Ramandrug Travellers' Bungalow - Execution of sale deed.

....

Refce. your letters No.2528-E/36-13 dated 30th November 1937 and No. 2528-E/36-14 dated 17th December 1937.

p 29 cancle
p 37 cancle

Sir,

I have the honour to inform you that the President, State Executive Council, Sandur, is the authority empowered by the Darbar to execute agreements etc. on their behalf.

2. The State has no objection to adopting 8.84 acres as the area of the site of the Ramandrug Travellers' Bungalow.

I have the honour to be,

Sir

Your most obedient servant,

Resident for the Madras States.

49

Rev dept(b)

Buildings - Bellary - Sandur State

Remanding - Travellers' bungalow

Sale to Sandur darbar - Execution of sale deed

CF C.N.o 2528/38. From the A.G.G. rs P. 3317/31 dt 16.6.36.

5

To U.S

Please see the letter at pl cf.

2. The travellers' bungalow at Ramandrug was, in accordance with the orders in G.O. 3055 Rev dt 30.12.35, sold to the Sandur darbar for Rs 2,500/-. The bungalow was handed over to the darbar on 27.4.36. The darbar now requires a sale deed to be executed in their favour. ~~The Board of Rev may be requested to prepare a draft sale deed for approval.~~

3. Under para 163 of the P.W.D. Code, sale of buildings are generally left to the Collector of the district. In the present case the sale has been ordered by the Govt and the party concerned is an Indian State and the party concerned in item II in Appx III of the P.W.D. Code it appears it will be better if the Secretary to the Govt P.W.D. could be the proper authority to execute the sale deed

For orders whether the Board of

Pl cf. Rev ltr 273-274 S (S)

p 46 of Bk no 76

p 196-197 ibid

a draft sale deed in respect of the buildings in question. After execution it may be sent to the Saudeer Sarkar through the A.G.G.

The remarks of the P.W.D and Legal depts may be worked on the course suggested above.

Revenue A
26/6

Thro
26/6/36
26.6.36.

26/6
S.
2.7.36

Through F
26/6

PWD
Legal.

(1)
Revenue 2528 E/36-1
2.7.36.

PWDeptt

This deptt may ~~forwards~~ agree with Revenue.

The file may be passed on to legal deptt no.

UNDER SECRETARY TO GOVERNMENT
C
3-JUL 1936
2046
PUBLIC WORKS DEPARTMENT

4/7

5.7.36 10/7/36
10.7.

4/7

Legal PWD no 2046 C36-1
4.7.36

LEGAL DEPARTMENT.

ASSISTANT SECRETARY
13 JUL 1936
1387 A
25.7.36
LEGAL DEPARTMENT

1th reference to A on the previous page, this Department agrees that the Secretary to Government, Public Works Department, is competent to execute the sale-deed in this case by virtue of item 1 of Part M of the rules regarding the execution of deeds, contracts

A
Connected file
at p 20 of the Secretary Public
and Genl
Misc 70.

and Orders.

K. M.
28/7/86

gal 1387 A-1
30-7-36.

RW

Eng
291

Rev Deptt

To U.S

Please see the notes from plaintiff.
A draft memo to Board is submitted for
approval.

Hw 1/8

Plaintiff Hw p 2 cards

30.7.36

VB
31.7.36

---

p 3 cf — Issued as Memo no 2528 E/36-2 dt 1.8.36 to the Board of Rev.

p 5 cf — From the Board of Rev Endt no E. 4661-36 dt 22.12.36.

To U.S through A.S

Please see the conveyance deed at pp 7-8 cf.

2. It is for consideration whether the deed may be sent to the Legal Deptt

1 to 7-8 cf

for 3 Crores

3. Under Sec 29 of the Indian Stamp Act, in the absence of an agreement to the contrary the expense of providing the proper stamps should be borne, in the case of a conveyance, by the grantee. The Indian Stamp Act extends to the whole of British India, but as Sandur is an Indian State it is doubtful whether the provisions of the Stamp Act will apply to such State. ~~The remarks of Legal Asst will be written on this point also~~

p 34 of the Stamp Manual Bk No 51.

p 34 of the Stamp Manual Bk No 51

x In this case Sandur Govt

See 1(2) at p 5 of Bk No 51

Planning Comm R.C. Nos

Through D. 12.1.37

11.1.37

The Conveyance in this case is certainly liable to be stamped under the Indian Stamp Act, because although the property is situated in the Sandur ~~State~~ State, the document is executed in Madras ~~British India~~, by the Secy. D.W.D. on behalf of the Secy of State — See Section 3 (aa) on page 16 and note 2 on p 17 of the Madras Stamp Manual. The document does not fall under the exemption provided for in Proviso (1) to Sec 3 as the duty is payable

Bk No 51 (Madras)

Saudur Darbar & not by the Govt-
ie the vendor or grantor. The Saudur
Darbar may therefore be requested
to remit a stamp duty of Rs 37-8-0
so that the Conveyance may be
drawn up on stamp paper & that
case Legal may see for remarks.

See table of fees under Art-19 on p 129 of Stamp Manual

Under rule 19-A on p 65 of the Registration manual a document relating to immovable property situated outside Br. India may also be registered in Br. India in Book 4. The registration fees (which may be ascertained from the I.S.) may also be collected from the Darbar in advance if deemed fit

15.1.25

W.S./5

The document is not compulsorily registerable. [Vide Sec 17 on p 9 of the Regn Manual] The optional registration under Rule 19-A will not affect the right in the property itself. In the circumstance we may drop the question of registration.

Not put in Bk 34

29/1/25

w. r. to deposit
of Registration there is on
Correspondence on the
Question of Rule 19 A
w. r. to the Govt of India
for top please

Jere
30-7-37

To ack.

The file required by the Secy. is
Linked below.

8/
30.1.37

30/1
S.

The question of the
deposit in Br. India
of documents relating
to properties in Indian States
is under correspondence
w. r. to the Govt of India.

The Advr. General
has asked that
documents cannot be admitted
to deposit in Br.
India.

The question of
depositing the sale
deed in the Treasury

2 w.h deeds to
Stamps on A/S now
correct in varying the
of the Shale work a
formal sale deed, it
will have Rs 5 stamp
duty under Art II of 1899.
The Record & the
Legal Dept are written on
this point.

1.2.37

Legal

No. 578 E/3 6-32
1.2.37.
(with all file of reference)

Legal Department

This Department agrees with Revenue that the sale-deed is chargeable with stamp duty.

K. M.
6/2/37

S
6/2

DEED SECRETARIAT DEPT
578
2-FEB 1937
LEGAL DEPARTMENT

Gel. Noo. 578-1
8/2/37

Rev

Rev Dept

628E

Do n.s through A.S

Submitted that the draft conveyance deed may be sanctioned by the

117-8 Cf

Govt Solicitor and drawn up by him on Stamped paper in due Course. The draft deed may also be sent to the Darbar before being drawn up for execution. The Govt Solicitor will in such case, have to be paid such fees not exceeding Rs 50/- as may be fixed by the Govt and the amount will have to be paid by the Sandur Darbar unless the Govt decide to waive the payment by the Darbar - vide Rule 6(a) under Sec V at p 11 of G.O 4100 Law (Gl) dt 6.11.37 (N)

2. In connection with the preparation of the licence for the diversion of water for the generation of electricity to the proprietors of the Nadavar Estate, Coimbatore Dt, in 1937 a fee of Rs 50/- was paid to the Govt Solicitor - vide p1 of G.O 193 Rev dt 27.1.31. In 1936 a fee of Rs 35/- was claimed by the Govt Solicitor for drawing up a Supplemental agreement with the Anamalais Ropeway Coy Ltd and the Board directed the Collector to inform the Company to pay the amount to the Solicitor (vide p 55 g/o 1096 Rev dt 16.5.36). A fee of Rs 50/- may be paid in this case for scrutiny of the draft deed & for drawing up of for execution. A draft letter is submitted for approval. It may be sent to P.W. and Home Depts for acceptance.

(M) p 43 g (L)

p 55 g G.O 1096 Rev (L) 16-5-36

Through D & F

3/4/37

15.2.37

As will claim fees. I don't think this is necessary.

Govt p 11 g (N)

to get the sale deed scrutinised by the Madras Govt. Solicitor. The ~~draft~~ sale deed is vetted by the Sandur Rajas. The draft deed may therefore be sent to them for approval leaving them to consult their own lawyers over it if they think it necessary

15.2.37

~~P.S.~~ S

I agree w. 1 A/S

fcsc
19.2.37

To U.S through A.S

A draft letter is submitted for approval. It may be sent to P.W.D for acceptance.

19.2.37

23.2.37

24/2 S.

fcsc
25.2.37

P.W.D

P.W.D

The draft letter may be accepted and the file sent to Rev who may [illegible]

Rev

25/2/37

Rev U.O 2528 E/46-3

25/2/37

PUBLIC SECRETARY TO GOVT.
25 FEB 1937
W46
PUBLIC WORKS DEPT.

be requested to ~~be~~ have the draft-
agreement scrutinized by Legal Deptt, if necessary. p7 of

~~The~~ The bungalow was handed over
to the Sandur Darbar on 27.4.36; but
the agreement seems to provide for
the transfer of the premises from the
date of Execution, ~~of~~ 7c | A

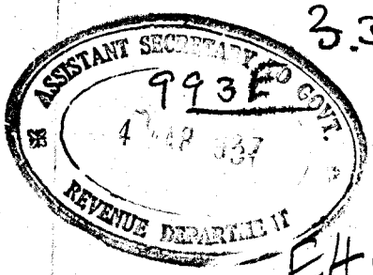
26.2

2/3

3/3

Rev

Rev no 1046/37-1
3.3.37.



Rev Deptt

To U.S

Submitted.

For orders whether the file may be
sent to the Legal Deptt for scrutiny of the sale deed, // May be sent.
as suggested by P.W.D above Ptn 7-8 of 6/3

3.37

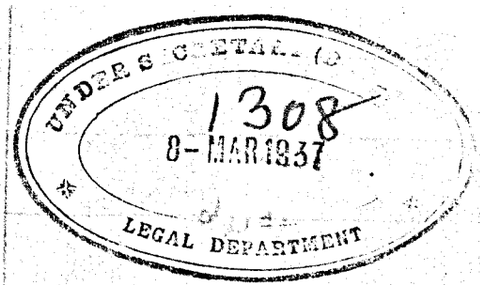
5/3

6/3

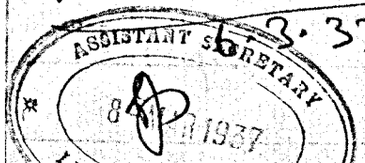
Hon Sir Lindsay
Rees but I have no
objection

6.3.37

Legal.



Rev no 2528/37-4
3.37



3311

The conveyance deed at pages 7 and 8 c.f. is in order subject to the slight alterations indicated in red ink in the copy of the deed put up at flag (I)// The form will require alterⁿ if the conveyance is executed after the 1st April 1937

K. M.
19/3/37

19/3 S

Rev

Rev.

It will be impossible to execute the conveyance before 1.4.37. Legal may be requested to indicate the alteration that would be necessary if the deed is to be executed after 1.4.37.

19/3
S

22.3.37

Legal

Legal Department

The following alterations are suggested:-

(1) A on page 1 of the draft deed - For the words "the Secretary of State for India in Council"

P.1 of (I)

Legal 1308-1
19.3.37.

R 1232 E
19.3.37

SECRETARY TO GOVERNMENT
REVENUE DEPARTMENT
19 MAR 1937

E 4/3/37

DEPUTY SECRETARY (DRAFTS)
1601
22 MAR 1937
LEGAL DEPARTMENT

Rev hm 25285/40-5
22/3/37

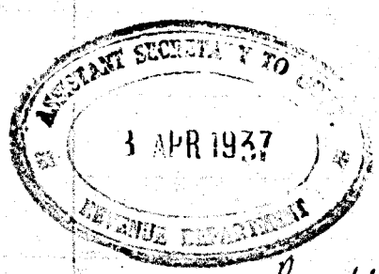
3/4/37

substituted.

(2) B on page 1 of the draft deed - The words "to the vendor" may be omitted, as payment cannot, strictly speaking, be said to have been made (on the 25th April 1936) to the Governor who is the "vendor" under the draft agreement.

(3) C on page 2 of the draft deed - This may be altered as follows:-

"In witness whereof . . . . . Secretary to the Government of Madras in the . . . . . Department by order and direction of the Governor hath hereunto subscribed his signature the day and year first above written."



K.M.
6/4/37

Rev
7/4
S

Rev

R 1481E
EH
8.4.37
Legal 1601-4
8.4.37

Rev Dept

to R.S

Please see pp 11-12 ante. The draft deed as altered by the Legal Dept. has been typed and flagged (B). is annexed to the draft letter
The draft letter below may now issue.

Rev
9.4.37

10/4/37
S

9/4/37

I have altered A.G.G into Resident" in the

Fr 2

10.4.37

p11 ef Issued as Letter no 2528 E/38-6 dt 10.4.37 to the Resident for the Madras States.

p17 ef From the Resident for the Madras States no P. 3317/37 dt 9.10.37

To U.S through A.S.

In accordance with the orders in G.O 3055 Rev dt 30.12.1935 the travellers' bungalow at Ramandrug, Sandur State was sold to the Sandur Durbar for Rs 2,500/- the bungalow with the site was handed over to the Durbar on 27.4.'36. The Durbar requires a sale deed to be executed in their favour.

203-204 dt (S)

p274 dt (S)

p1 ef

2. A draft sale deed was prepared and it was sent for the approval of the Durbar

13-15 ef

p11 ef

The Durbar was also requested to remit a sum of Rs 37-8-0 being the stamp duty chargeable on the sale deed.

3 The Resident for the Madras States has now forwarded a copy of the

p19-21 ef

sale deed as approved by the Durbar and also has sent a stamp paper of the State

p23 ef

of the value of Rs 37-8-0.

4. The draft sale deed. A copy of

the sale deed sent by the Govt is at pp 13-15 cf and the alterations made by the Sundries Dunbar are indicated in pencil therein. The insertion of the words "with the Compound" need not be objected

p 13 cf

5. The Legal Asstt may be asked to advise whether the agreement may be with the President, State Executive Council as proposed by the Dunbar.

pp 19-21 cf

p 13 cf

pp 13 and 19 cf

6. The most important alteration is in regard to the extent of the site. According to the Dunbar the extent is 8 acres and 89 cents, whereas the extent noted in the draft deed sent to the Dunbar is only 3 acres and 89 cents. The latter is based on the Collectors draft at p 8 cf. In his letter of 10.4.1933 the Collector reported that the area of the bungalow was 3 acres (with a quit rent of Rs 9.3.0). In the copy of the sale deed of 1908 relating to the Bungalow received from the Sundries Dunbar the area of the bungalow was noted as 8 acres and 32 cents with an assessment of Rs 8.13.0. It is possible that the extent given in the Collector's draft is a clerical error for 8 acres and 89 cents. The Board may, however, be asked to report on this point.

p 14 and 21 cf

p 14 cf

para 2 on p 8 ante (5)

see M on pp 50-51 ante (5)

p 8 cf

pp 28/10 29/10.

Stamp paper Instead of rendering

of the recitals as p11 Cl, the Barrister has sent a stamp paper of the State of that Value. The legal may be asked to advise whether the Sale deed can be drawn up on that paper. ~~Papers to be returned to the Barrister~~

8. A draft Memo is submitted for approval. The file may be sent to Legal after approval of the draft.

Through D (Revenue)

Yes. 25.10.93

Sec 3 on p 16 of Stamp Manual

p 23 of -do-

p 225 of -do-

Yes 22.X.93

22/10/93

A above The answer is, I think in the negative The instrument is to be executed in British India by the Secy, P.W.D. It is therefore liable to stamp duty under the Indian Stamp Act. Sec 10 of the Act lays down how the duty is to be paid under rule 3 of the Indian Stamp Rules issued under that Section The payment of duty has to be indicated by means of stamps issued by the Central Govt for the purpose of the Indian Stamp Act. The Stamps forwarded by the Sandur Darbar (on p 23 Ct) is not such a Stamp. The instrument cannot therefore be executed on it. The position may be

they may be asked to forward Cash for purchasing a British Indian Stamp paper.

28.10.37

W S

I agree with A.S. [Please see also the rough note below the C.f.J. Legal may perhaps see.

29/10

S (after perusal of the memo)

Indian Memo no 2528E/37 dated 29.10.37

4/11

Legal.

Rev to 2528E/37-00
4/11/37

Legal Department

This Department agrees with the view expressed in the note of the Revenue Department above that the instrument must bear a British Indian stamp. Section 3 (a) refers to instruments executed in British India on or after the first day of July 1899. This cannot be confined to instruments relating to property situated in British India, as section 3 (c) of the Act provides for instruments which are executed out of British India but which relate to property situated in British India. The limitation that the

ASSISTANT 6688
5-NOV 1937
LEGAL DEP

bld after Stamp Law
Rev 5/1

confined to section 3 (c) and is not applicable to section 3 (a). Section 3 (a) must be deemed to apply to all instruments executed in British India, irrespective of the location of the property. The view that documents executed in British India but relating to property situated outside British India is liable to stamp duty under the Indian Stamp Act is also in accordance with the English cases (please see pages 175-76 of Donogh's Indian Stamp Law, 9th Edition).

K. M.
6/XI/37

S

Rev
6/11

Rev

4844E
-8 NOV 1937
Legal 6688-1
6.11.37.

Rev Dept

Lo & S through A.S.

Please see the notes from p13 ante. The Sandur Durbar may be requested to send Rs 37-8-0 by M.O. for purchasing a British Indian Stamp paper. A draft letter is submitted for approval.

2. After issue of the letter, the file may be sent to Legal for remarks with reference to para 5 of the note on p14 ante.

ASSISTANT SECRETARY'S
7005
18 NOV 1937
OFFICE OF THE RESIDENT.

Through D.

13.11.37

11.11.37

D.O. No. 1276-C
dtd 15/11/37

Secret Letter no 2528-S/36-119 dtd 16.11.37

15/11.

Legal (with some letters)

Legal Department

No information is available in this Department as to the authority who has been empowered by the Sandur Darbar to execute agreements, etc. on its behalf. The expression "Sandur Darbar" occurred in the draft sale deed which was sent by this Government to the Darbar for approval and the Darbar has specifically altered this expression into "President, State Executive Council, Sandur". Presumably, the President, State Executive Council, Sandur, is the authority empowered in this behalf. But it is desirable that the point is verified by a reference to the Resident of the Madras States.

K.M.
24/XI/37

Rev
25/11 S

R 5203E
26-11-37
Legal 7005-1
26-11-3

Rev Dept

Lo U.S

Submitted.
A draft letter to the Resident for the Madras States is submitted for approval.

S 29/11

29/11/37

Issued as Letter no ds 28 Epl-13 dt 30.11.37 to the Resident for the Madras States.

26 NOV 1937

p 7, C/f

HHM 19, C/f

p 29 cf

374.

p 31 cf

p 21 cf

From the Bd of Rev M.E. 5285/37-2 dt 9.12.37
From the Resident for the Madras States no P.3317-31 dt 14.12.37
Lo U.S

Please see para 6 of the note on p 14 ante, the Memo of the Board at p 25 cf and the Board's reply at pp 31-32 cf. The correct area of the site of the Ramandrug Travellers' bungalow as re-measured now is reported to be 8.84 acres. This extent tallies approximately with the extent of 8.81 acres noted in the conveyance deed approved by the Sandur Darbar. As the difference in area is only 3 cents it is for orders whether any reference should be made to the Resident regarding the ~~deposit~~ ~~alteration~~ of the area to 8.84 acres of the site as in the Sale deed. Subject to orders a draft letter is submitted for approval.

(The reply of the Resident at p 35 cf to the letter at pp 27-28 cf, since received, will be dealt with after issue of the draft letter.)

Lo 16.12.37

17 16/12/37

Issue. S 17/12

To DS (Gen) AS

Attention is invited to the notes at pp 15-17 ante, the letter to the Resident for Madras States at pp 27-28 cf and the Resident's reply at p 35 cf.

2. The transaction relating to the

High Range Residency in Travancore
were between the Travancore Govt
and the G of I (Political Dept.) and
no papers relating to the sale referred
to by the Resident are traceable from
the indexes of this Dept. (from 1926-1928)
Solicited for orders whether the
suppression of the Resident in para
2 of his letter at p 35 ante may be
accepted or whether further particulars
of the sale of the High Range Residency
should be obtained either from the
Resident or from the G of I.

Hbn.
22-12-37

The legal position has already
been explained to the Resident
D.R.D. 22.12.37 — see pages 27-28 ante. It is
not clear how the G of I executed
the instrument in respect of
the High Range Residency in Travancore
on Travancore stamp paper. The
Resident may be requested to
forward the original sale deed
for reference

22.12.37

23/12 W.S. for

Yes & ask the Resident if he can inform us of the grounds on which the statutory provisions of Sect. 3(a) were waived on this occasion by the Govt. of India

Hbn
25/12.

A draft letter is submitted for approva

5.1.38. ASR 6.1.38

7.1.38

W.S. 7/1.

Issued as Letter no 25828/36-15 dt 7.1.38 to the Resident for the Madras States.

From the Resident for the Madras States no P.S. 3317/31 dt 23.1.38.

To U.S through A.S

The papers in this file relate to the execution of a sale deed in favour of the Sandur Surbar ~~Sandur Surbar~~ in respect of the Travellers bungalow at Ramandrug which was sold to it in 1935-36.

2. A draft sale deed was prepared and sent to the Surbar for its approval. The ~~Sandur~~ Surbar was also requested to remit a sum of Rs 37-8-0 being the stamp duty chargeable on the sale deed. A copy of the sale deed as approved by the Surbar is at Pr 19-21 Ct. The important alterations made in the copy of the sale deed received from the Surbar was in regard to the extent of the site - please see paras 4 and 6 of the note on Pr 13-16 ante, and the letter

reply to this letter is awaited.

3. The Resident's reply to the letter at p 28 cf regarding the authority empowered by the Sandar Sarkar to execute agreements etc on its behalf is also awaited.

4. The question now for consideration is whether the sale deed can be drawn up on a Stamp paper of the State. Reference in this connection is invited to ~~the~~ the notes at pp 15-17 ante and the letter to the Resident and his reply at pp 27-28 and 35-cf respectively. With reference to the reply at p 35-cf the Resident was requested to forward the original sale deed executed on Travancore State paper by the Govt of India in respect of the High Range Residency in Travancore and to state the grounds on which the statutory provisions of Sec 3(a) of the Indian Stamp Act were waived by the Govt of India on each occasion. The Resident's reply to the reference is at pp 41-43 cf. The copy of the sale deed received from the Resident is at pp 45-50 cf.

See note at p 2 ante and the letter at pp 39-40 cf

Memo
9-1-28 V.I.

In the absence of the original deed of sale it is not possible to see what kinds of Stamp papers were used in 1927. But the correspondence from the Resident is clear that the stamps papers used in 1927

Strength D

To note to p 4 of the Resident's reply at pp 41-43

is an illegal procedure

39a

to adopt a similar procedure now also, it seems unnecessary to address the Govt for a further elucidation of the point

Chm. 29.1.38

The points raised in para 2 of the Residents' 29.1.38 letter on p 41-43 C.F. have already been exd — see pages 4-5 ante. Unless the Stamp Duty is remitted under Sec 9, the deed will have to be executed on a Br. Indian Stamp paper. Legal & Fin. may see

31.1.38

31/1. W.S. 1/s

In the circumstances (viz that the ~~Executant~~ a Sendan to Govt. has to execute the deed & that persons it must be executed in Mandvi & counsel the draw in Bombay) it would be necessary to except the deed from Mandvi Stamp Duty under Sect 9. Presumably this would be in order

2/2

Legal Fin.

ASSISTANT SECRETARY
2-FEB 1938
LEGAL DEPARTMENT.

No 2528 S/36-16
2/2/38

Action may be taken on the lines suggested in the Revenue Secretary's note on the previous page. It is open to this Government to remit the duty payable in respect of the instrument under section 9 of the Indian Stamp Act, 1899, as amended by the Government of India (Adaptation of Indian Laws) Order, 1937.

K.M.
2/2/38

Legal L.O 806-1
3/2/38

Finance (Rees.)

Please see notes from page 21 ante.

Submitted that in the circumstances stated in the Revenue Secretary's note on page 23 ante this dept: may agree to remit the stamp duty of Rs 37-8-0 on the Sale deed.

ASSISTANT SECRETARY TO GOVERNMENT
4 FEB 1938
FINANCE DEPT.

10.2.38

10-2-38

11.2.38

Finance 138 Audit
11/2/38

D.W.D.
11.2.38

Rev
1089
14 FEB 1938

Lo as through A.S

Rev Depn

Please see notes from p 21 ante. The Legal and the Finance Depts have agreed

Rs 37-8-0 on the Sale-deed. The Resident for the Madras States may be informed of this.

2. The Resident's reply to the letters at pp. 29 and 37 cf. has not yet been received. A draft letter is submitted for approval.

(Orders remitting the duty payable in respect of the instrument in question may issue at the time of its execution)

Through D

do
17.2.38

17/2/38

17.2.38

18.2.38

18/2 U.S.

Rw.
18/2

H. M. Rev. 21/2/38

cii: 21-2-38.

Issued as Letter No. 25-28 S/38-17 & 22.2.38 to the Resident for the Madras States

p. 45 cf

From the Resident for the Madras States No. P. 3317/31 & 10.5.38.

p 47 cr.

To U.S. through A.S

Please see notes from p 21 ante, the letter to the Resident at p 45 cf and his reply at p 47 cf.

2. In the Sale deed, the area of the site of the Travellers Bungalow may be added as

3-15 cf

3. The authority empowered by the Sanders Burbar to execute agreements &c on its behalf is reported to be the Presidents, State Executive Council, Sanders. The agreement in this case may therefore be with him.

4. With reference to the above, necessary pencil additions & corrections have been made to the draft deed at pp 13-15 C.F. For orders whether the deed as corrected at pp 13-15 C.F may now be typed on the State Stamp Paper at p 23 C.F. for being sent to the Secy, P.W.D for execution.

Yes Rs 20/5
Through D
Remember stamp duty Rs 25 only

A

18.5.38 18.5.

5. After orders are passed on para 4 above the necessary draft notification remitting the duty payable in respect of the instrument in question will be submitted

21.5.38 21.5.38

23.5.38

W S Rs 25/5-

Rs 20 W.S

The Conveyance deed has been typed on the State Stamp paper and placed below. The file may now be sent to the P.W. Deptt for execution of the deed by the Secy of that Deptt.

Rs 28/5 P.W

27.5.38 27.5

Rs 7-8 draft letter

SECRETARY TO GOVT. 28 MAY 1938 2348 PUBLIC WORKS DEPT.

B

Rev no 2528 C/38

28/5/38

Please see the notes from previous

especially the portions marked A & B on

p.26 ante. The deed may be executed by

Secretary in the presence of a witness. The

file may then be returned to the Rev. Dept

for sending the deed to the Resident for the

Madras State.

8.1.38

Rev

8/6

The date of execution may be

entered in lines 1 & 2 of the deed.

Secretary may write his name in

line 2 on p.3 of the deed and sign

his name at the place indicated

on p.3 of the Deed, and Secy's.

personal clerk may sign as witness

After completion the file may be

returned to Rev.

Rev

12/6

S

14/6

Revenue

Rev 526 SECT.

19 JUN 1938

16-6-38

P.W. no. D. 2366/38-1

16.6.38

Rev Dept

To U.S through A.S.

The Sale deed, executed by the Secretary,

dtd

& Govt, P.W. Dept, may now be forwarded to

the Resident for the Madras States for transmission to the Saurashtra Sarkar.

2. A draft order remitting the Stamp duty payable in respect of the Sale-deed and a draft letter to the Resident are submitted for approval.

para 5 sub 26 ante

Hemsley D.

20.6.38

20.6.38

20.6.38

22/6.

DRAFT FOR APPROVAL.

C.F. 16.

Rev Depts

	Date.	Initials.
When received for fair copying ..		
When copied ..		
When examined ..		
When signed ..		
When despatched.		

SUBJECT:—

READ AGAIN G.O. No. 3055-Rev, dated 30. 12. 1935. (S)

" " ~~From the Resident for the~~ A.G.G. Madras States No. P. 3317/31 & 16. 6. 1936 — p 1 ef

READ ALSO:— To the Resident for the Madras States No. Letter No. 2528 E/36-6 & 10. 4. 37 — p 11 ef

No. 2528 E/36 From the — do — , No. P. 3317/31, dated 9. 10. 1937 — p 17 ef

√ To the — do — Letter No. 2528 E/36-11 " 16. 11. 37 — pp 27-28 ef

" " √ From the Board of Rev Rc ,, E. 5285/37-2 ,, 9. 12. 1937 — pp 31-32 ef

√ From the Resident for the Madras States No. P. 3317-31 " 14. 12. 37 — p 35 ef

√ To the — do — Letter No. 2528 E/36-14 & 17. 12. 37 — p 37 ef

" " √ To the — do — ,, 2528 E/36-17 " 22. 2. 1938 — p 45 ef

From the — do — No. P. 3317-31 & 10. 5. 1938. — p 47 ef

Order / Resolution — Ms. / Rout. No. 1599 dated 23. 6. 1938.

The following notification will be published in the Fort St George Gazette:—

Notification.

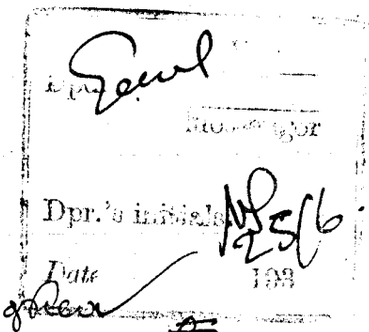
In exercise of the powers conferred by ~~the~~ clause (a) of Section 9 of the Indian Stamp Act, 1899 (II of 1899) the Govt of Madras are hereby pleased to remit the duty chargeable under the said Act in respect of the deed relating to the sale of the Travellers' bungalow at Ramandrug in the Sandur State. ~~the Sandur Bombay~~.

2. The Sale deed executed

p 22 of Stamp Manual Bombay 51

pp 5-7 infra

by the Secretary to the Govt in the P.W. Deptt will now be forwarded to the Resident for the Madras States for transmission to the Sandur Durbar. The following letter will be despatched to the Resident.



N. 6-38

17.6.38
Pork
N. 6

To the Bd of Revenue
with copies of Correspondence & letter below & with copy of Sale deed Pp 5-7 infra
(Copy of sale deeds to Kapitan's file)
Pp 17, 27-28, 29, 35, 37, 39-43, 45 & 47 cf

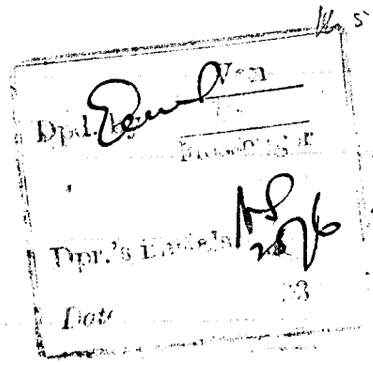
To the S. G. P. for publication of notification (para 1 only)
Copy to the Legal Dept. } with copy of sale deed
" " Finance Dept. }

Letter No. 1600 dt 23.6.38

To

The Resident for the Madras States, Trivandrum

Encl one sale-deed (engd) Pp 5-7 infra.



Sir,

Buildings - Bellary - Sandur State - Ramandrug Travellers' bungalow - Sale to Sandur Durbar - Sale deed.

~~Correspondence ending with~~ Your letter No. P. 3317/31 dt 10.5.'38. Pp 47 cf

I am directed to forward herewith for transmission to the Sandur Durbar the Sale-deed in respect of the Travellers bungalow Pp 5-7 infra

at Ramandrug, Sandur State, duly executed by the Secretary to the Govt in the P. W. Dept. The receipt of the deed may be acknowledged

I have the

17.6.38

22/6

C O N V E Y A N C E.

THIS INDENTURE made this fourteenth day of June, One thousand nine hundred and thirty eight between His Excellency the Governor of Madras hereinafter called the vendor of the one part and the President, State Executive Council, Sandur hereinafter called the purchaser of the other part:

Whereas the vendor hath agreed with the purchaser for the absolute sale to him of the Travellers' Bungalow with the compound described in the Schedule hereto for the price of Rs.2500/- Rupees Two thousand five hundred only;

And whereas the purchaser was put in possession of the Bungalow aforesaid on the 27th day of April 1936.

NOW THIS INDENTURE witnesseth that, in pursuance of the said agreement and in consideration of the sum of Rs. 2500/- paid by the purchaser on the 25th day of April 1936, the vendor doth hereby convey transfer and assign unto the purchaser the premises described herein, situate at Ramandrug, Sandur State, and all the right, title, interest, property, claim and demand whatsoever of the vendor into or upon the said premises and very part thereof; to have and to hold the premises hereby conveyed unto and to the use of the purchaser and his assigns absolutely;

And the vendor doth hereby convenant with the purchaser that he, the vendor now hath good right to convey the premises hereby conveyed unto the purchaser in manner aforesaid;

And further that the purchaser shall hereafter peaceably hold, use and enjoy the same as his own property without any hindrance, interruption, claim, or demand by or from him the vendor or any other person claiming under him; And that the vendor and all persons claiming under him shall and will, from

from time to time, upon the request and at the cost of the purchaser, and his assigns, do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser and his assigns and placing him and them in possession of the same according to the true intent and meaning of these prosents, as shall or may be reasonably required.

In witness whereof K. Ramunni Menon Esq., I.C.S., Secretary to the Government of Madras in the Public Works Department, by order and direction of the Governor, hath hereunto subscribed his signature the day and year first above written.

Witness:-

1. M. Subrahmanyan,
   Clerk, Public Works
   Secretariat.

K. Ramunni-Menon,
14-6-38.
Secretary to Government,
Public Works Department.

SCHEDULE.

Government Public Works Department Inspection Travellers' Bungalow at Ramdrug, Sandur State with the compound bearing Paimash No.5 and measuring eight acres and eighty four cents and having the following boundaries:-

North : Waste Bulvert Bungalow.
South : Silver Rock Ibrahim Sait's bungalow.
East : Open site.
West : Road.

·X· Clean copy of the draft at pages 7 and 8, C.f.

·X· CONVEYANCE.

This Indenture made this
day of
between the Secretary of State for India in Council ~~as represented by the Government of Madras~~ hereinafter called the vendor ~~on~~/the one part and the Sandur Darbar hereinafter called the purchaser ~~on~~/the other part:

Whereas the ~~said~~ vendor hath agreed with the ~~said~~ purchaser for the absolute sale to him of the ~~premises~~ Travellers' Bungalow described in the schedule hereto for the price of Rs.2500/- Rupees Two thousand five hundred only:

~~was~~ put in possession of the Bungalow aforesaid on the 27th day of April 1936 //

AND Whereas the purchaser has

Now This Indenture witnesseth that, in pursuance of the said agreement and in consideration of the sum of Rs.2500/- paid by the ~~said~~ purchaser ~~to the said vendor~~ on the 25th day of April 1936, the ~~said~~ vendor doth hereby convey, transfer and assign unto the purchaser the premises described herein, situate at Ramandrug, Sandur State, and all the right title interest, property, claim and demand whatsoever of the vendor into or upon the said premises and every part thereof; to have and to hold the premises hereby conveyed unto and to the use of the purchaser and his assigns absolutely;

And the vendor doth hereby covenant with the purchaser that he, the vendor now hath good right to convey the ~~said~~

purchaser in manner aforesaid; ~~and the vendor doth hereby deliver possession of the said premises to the purchaser.~~

And (further) that the purchaser shall hereafter peaceably hold, use and enjoy the same as his own ~~chattels and~~ property without any hindrance, interruption, claim, or demand by or from him the vendor or any other person claiming under him; And that the vendor and all ~~the~~ persons claiming under him shall and will, from time to time, upon the request and at the cost of the purchaser, and his assigns, do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said premises and every part thereof unto the purchaser and his assigns and placing him and them in possession of the same according to the true intent and meaning of these presents, as shall or may be reasonably required.

In witness whereof the vendor above named doth set and subscribe his hand and seal this day of

Witness:-

1.

SCHEDULE.

Government P.W.D. Inspection Traveller's Bungalow at Ramandrug, Sandur State:--

measuring Three acres and eighty nine cents and having the following boundaries:-

North:- Waste Bulvert Bungalow.

South:- Silver Rock Ibrahim Sait's Bungalow.

East:- Open site.

West:- Road.

1927 **Department.**

Routine notes [which are not to be (*a*) sent out of the office or (*b*) included in the originals or proceedings unless the notes are specially marked for retention or (*c*) printed].

Subject of file.

7528 E/26

To A.G.

The sale-deed relates to a property situated within the limits of the Sandur estate outside the limits of British India. It appears that the stamp law and registration law applicable to this conveyance deed would be the law on the subject in force in the Sandur state in which the property is situate. On this point the Legal Dept may be consulted.

If this view is accepted, the deed may be sent to the A.G.G. Madras State who may be requested to get the deed copied and stamped in accordance with the Regulations in force in the state and return it to this Govt for execution. The A.G.G. may also be requested to state whether any system of registration

of execution may be sent to the Collector of Bellary to get it registered at Sandur and returned, to be forwarded to the H.S.G. for delivery to the Darbar.

12.1.37

The view stated in the above note is I think not correct.

Please see my note on main N. F. below.

15.1.37

W S

1) I agree with A.S. that the ~~criterion is the~~ place of execution is the criterion. But in this case the transaction is between two states. Please see note 9 on p 18 of the Stamp Manual [under S. 3.] The first sentence of this note saves all doubt. Two G.Os are quoted under the rule. They may throw some light. Will A.S. please have this point examined

15.1.37

2) As regards registration, the document is not compulsorily registrable. [Vide Sec 17 on p 99 of Bk 34-A] The Regn is purely optional. The q.n is whether it is desirable to register the deed. This may also be examined

Portion marked A at p.2g Rt note.
A notes copy of Co. 349 Rem. 1906 quotes under Note 9 at p.18g the Stamp Manual is put up.

X This is not the only quotation where see below

18.11.37

Whether the registration of the documents is necessary at all.-

As stated by U.S. registration of documents affecting immovable property situated exclusively outside British India comes within the scope of section 18 (b) of the Indian Registration Act, providing for cases of optional registration. Rule 19-A of the rules provides that the presentant of the documents of this kind for registration should be warned by a note below the Registration certificate that its registration does not affect the right in the property itself. It will be noted that the Sandur Darbar exercises civil jurisdiction in the State. The view taken with regard to the validity of the documents relating to the immovable property lying in the Loge at Calicut but registered at Mahe for purposes of evidence in the Civil Courts in British India would appear to apply with equal force in the present case also. The registration of the documents in British India will not, therefore, make the document valid for purposes of evidence in support of the conveyance of the property in the State to the Darbar.

Attention is, however, invited to the following extract from p.223 of Vol.X of 'Treaties, Engagements and Sannads' with the Indian States:---

"No legislation is undertaken in Sandur; but such of the Acts of the Imperial and Madras Legislatures

as appear to the Administration to be suited to the State, are brought into force by publicly notifying that they have been adopted."

There is no information whether the Registration Act has been adopted in the Sandur State. ~~If the Indian Registration Act has been adopted~~ If it is in force there, a document in the ~~Sandur State also,~~ the Sandur could be registered in the State itself, the A.G.G., the Madras States ~~being requested~~ a to do the needful as/representative of ~~the Govt~~ this Govt under section 32 of the Act. ~~Its~~ registration even in British India may be accepted as valid in the State, if there are already ~~established~~ decisions in the State to this effect.

It seems to be desirable to consult the Legal Dept on the Subject

p 16 of Book B4-H

Not necessary. P.1 see below

19.1.37

D3 has not taken the least trouble to put up complete papers. ~~The~~ ~~papers~~ ~~noted~~ ? , 345 Rw/19.4.06 & (J) not the only papers quoted below note 9 on p 18 of the Stamp Manual B.P. 3528/19.11.83 & 205 Ms. of 13.3.13 are also quoted. The note to No. 345 Rw/19.4.06 refers to several previous decisions on the point. No. 345 by itself does not Contain the ~~calling~~ for Note 9 on p 18 of the Stamp Manual. D3 had better put up all the papers quoted on p 1 of note to No. 345/06 & at the foot of note 9 on p 18 of the Stamp Manual, & summarise the decisions. urgent.

OK

All the papers quoted in the notes to G.O. No 349 Revd 19-4-06 and the papers quoted under Note 9 at p18 of the Stamp Manual are put up except D.O. No 300 Mis. 18-3-13 which has not been received.

The first set of papers bundled and flagged (C) relates to the grant of unstamped receipts by the Supdt of Tchiddahs to Mysore to the purchasers of elephants at Palghat in British India. When the matter was brought to the notice of the Mysore Govt, they agreed to send a cheque for the amount of stamp duty. As under the old Stamp Act of 1879, money could not be accepted the Mysore Govt were requested to take back the unstamped receipts and to grant stamped ones instead

Paper (2) in (C)

Paper (2) ... (C)

In G.O. No 352 Revd 4-5-89, the point considered was that some bills drawn by British officers in Mysore territory were stamped with Mysore receipt stamps while others were stamped with Govt of India stamps. The Bom

of Rev held that a receipt with a Mysore stamp executed in Bangalore and presented anywhere (other parts of) in British India, should be considered as duly stamped. The Board stated further stated that receipts and book charges in Bangalore should be stamped with a Mysore stamp ~~and that in Secunderabad~~. With these views the Govt concurred in G.O. 352 of 4-8-89 (D)

p 2 of G.O. 352 4.8.89 (D)

In Co No 71 Rev of 22-1-92, the (E)
question considered was how far the affixing of a Mysore Govt receipt stamp to a document executed in British Territory would be legally valid. The acquittance (bring in that case) for work done in Kurnool, the Board of Rev held that they could not be produced as evidence of payment in any Court in Kurnool, unless they are stamped with Indian Govt (E)
stamps.

G.O. No 455 Rev 3-6-89 relating (F)
to unstamped receipts for sums exceeding Rs 20/- has no bearing in the present case.

In the case dealt with in
B.P. No 3528, the Dewan of Travancore (H)

on behalf of that State granted an unstamped receipt for a refund of Rs 23-0-8 made to that State. When the Dewan was asked to furnish a stamped receipt, he declined to do so and stated as follows

"The Collector's argument though quite applicable to receipts granted to a British Treasury by a private individual in Travancore, cannot, I presume apply to a receipt granted by the State itself

If in the present case, a stamp according to the law of British India is necessary in order to give validity in a British Indian Court. But a transaction of the British Govt with Travancore can never become the subject of action in ~~a British~~ any Court for the reason that no Court has jurisdiction"

This position was accepted by the Board of Rev in its Proceedings No 3539 of 19-11-83. Note 9 at p 18 of

The Stamp Manual is a verbatim reproduction of this ~~B.P.~~ An exactly similarly case between the Mysore Govt and the British was reported in G.O. No 349 Revd 19.4.1906. In this G.O the Govt upheld the Board's decision in B.P. No 3538 d 19-11-83 that - "transactions between two independent States or Governments are acts of State" and "they are not governed by the municipal law of either"

20.1.37

The statement contained in the Board's Proceedings No.3528, dated 19-11-1883, (viz., that transactions between two independent States or Governments are acts of State which are not governed by the municipal law of either and that therefore a receipt granted by the Dewan of Travancore on behalf of that State to the British Government is not governed by the British Indian Stamp Law and need not be stamped at all) is not based upon any opinion of a Law Officer. The Board apparently simply accepted the Travancore Dewan's contention in his letter dated 3-10-1883 which is extracted below:--

"The Collector's argument though quite applicable to receipts granted to a British Treasury by a private individual in Travancore, cannot, I presume, apply to a receipt granted by the State itself.

In the former case, a stamp according to the Law of British India is necessary, in order to give validity to the receipt in a British Indian Cou But a transaction of the British Gover ment with Travancore can never become the subject of action in any Court for the reason that no Court has jurisdiction.'

Even the letter of the Dewan of Travancore extracted above does not contain specific authority for the somewhat sweeping view taken by the Board that purely fiscal transactions between two Governments are "acts of State". The contention of the Dewan of Travancore was that a stamped receipt was required to give validity to the receipt in a British Indian Court and that as the Travancore Government could not become the subject of any action in any such Court no stamped receipt was necessary. The giving of validity to a document in a Court of Law is not the main reason underlying the Stamp Act. On the other hand the making of an unstamped document invalid is only a form of penalty for failure to stamp the document. The main object of the Stamp Law is to raise revenue by means of stamps. The Travancore Dewan's contention was therefore open to question.

It is true that the Board's view was relied on for the purpose of G.O.No.349, Rev., dated 19-4-1906. But in this G.O. the Government were only answering the Board's proposal that the Mysor Government should be requested to furnish a stamped receipt in a similar case. In fact the notes to that G.O. will show that the correctness of the

Board's view was doubted. There were other reasons why the Government were not inclined to accept the Board's proposal (which by the way was opposed to the view taken by it in 1883) to demand a stamped receipt from the Mysore Government. These were:--

(1) It was not clear why a stamped receipt was wanted.

(2) The British Indian Law was not in force in Mysore.

(3) Under the Mysore Law the Darbar would be exempt from such duty since any instrument executed by or on behalf of or in favour of the Mysore Government was exempt from duty in the Mysore State.

(4) The demand for a stamped receipt could not be enforced if it were resisted by the Darbar.

(5) The revenue involved was trifling and not worth the paper which had been expended in the discussions nor worth a contest with the Darbar.

From a reading of the notes it appears that while the Government were disinclined to accept the Board's proposal for the above reasons, they answered the Board's recommendation by quoting the view taken by the Board itself in 1883. They only stated that "as at present advised" they saw no reason to request the Mysore Government to furnish a stamped receipt.

It is doubtful whether the transactions in question could be called "acts of State" and it is also doubtful whether the Madras Government and an Indian State are two "independent" Governments.

it is proposed to execute in favour of the Sandur Darbar clearly falls under section 3(aa) of the Indian Stamp Act because it has to be executed in Madras by the Secretary P.W.D. It is not exempt from stamp duty on the ground that it is executed by the Government. The Government cannot very well ignore the provisions of their own law and I think that the conveyance is liable to be stamped under the Indian Stamp Act. The Sandur Darbar ~~demand~~ require a sale deed to be executed in their favour by this Government. They may be informed that if they want a sale deed they should pay the cost of the stamp paper as the sale deed is liable to be stamped under the Indian Stamp Act.

28(-)7

W.S.

As regards registration, it does not seem necessary to insist on it. The deed is not Compulsorily registerable & even if it is registered under Rule 19 the regn will not affect the right in the property itself. Notes on the m-f

Seen M.F.

Sd 29/1.

5

Seen

1/2

Government of Madras

Received 27 JUN 1938 Registered.....1938.

Abstract.

Buildings - Bellary - Sandur State - Ramandrug travellers bungalow Sale to Sandur Darbar - Sale deed - Executed and despatched to the Resident for the Madras States.

Revenue Department.

G.O.No.Ms.1599 ~~& 1600.~~ Dated 23rd June 1938.
Read the following:-

G.O.No.Ms.3055 Revenue, dated 30-12-1935.
From the Agent to the Governer-General, Madras States, No.P.3317/31, dated 16-6-1936.
To the Resident for the Madras States, Letter No.2528-E/36-6, dated 10-4-37.
From the ---do---, No.P.3317/31, dated 9-10-1937
To the ---do---, Letter No.2528-E/36-11, dated 16-11-37.
To the ---do---, Letter No.2528-E/36-13, dated 30-11-37.
From the Board of Revenue, Ref.M.5285/37-2, dated 9-12-37.
From the Resident for the Madras States, No.P.3317-31, dated 14-12-37.
To the ---do---, Letter No.2528-E/36-14, dated 17-12-37.
To the ---do---, Letter No.2528-E/36-17, dated 22-2-1938.
From the ---do---, No.P.3317-31, dated 10-5-1938.

O R D E R:-

The following notification will be published in the Fort St. George Gazette:-

NOTIFICATION.

In exercise of the powers conferred by clause (a) of Section 9 of the Indian Stamp Act, 1899 (II of 1899) the Government of Madras are hereby pleased to remit the duty chargeable under the said Act in respect of the deed relating to the sale to the Sandur Durbar of the Traveller's bungalow at Ramandrug in the Sandur State.

(BY ORDER OF HIS EXCELLENCY THE GOVERNOR(

B. G. Holdsworth,
Secretary to Government.

To the Board of Revenue with enclosures.
To the Superintendent, Government Press for publication of Notification (paragraph 1 only).
Copy to the Legal Department. (with copy of sale deed.)
Copy to the Finance Department.

(True Copy).
Forwarded.
(By Order).

Superintendent

T.P.N.